



PEOPLEFLUENT SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

This PeopleFluent Service Agreement is between the PeopleFluent Affiliate identified in the Order Form or SOW referencing these Standard Terms and Conditions ("PeopleFluent") and the entity that wishes to use PeopleFluent's Service (as identified in the Order Form) ("Customer"), and describes the terms and conditions pursuant to which PeopleFluent or another PeopleFluent Affiliate will provide the Services to the Client. By acceptance of the Order Form or SOW (as applicable), the Customer agrees to be bound by the terms and conditions of this Agreement.

1. Definitions.

"Agreement" means this PeopleFluent Service Agreement to which the Customer is required to agree before using the Services comprising, as applicable, an Order Form or SOW (incorporating the commercial terms) and these Terms and Conditions.

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" means the ownership of (i) greater than fifty percent (50%) of the voting power to elect directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.

"Customer Data" means all permitted electronic data stored by Customer in the Subscription Services. Customer Data does not include Prohibited Information.

"Documentation" means PeopleFluent's standard installation materials, training materials, specifications and online help documents normally made available by PeopleFluent in connection with the Subscription Services or Software, as modified from time to time by PeopleFluent.

"Order Form" means each PeopleFluent ordering document executed by the parties from time to time for the purchase of Subscription Services, Software and certain related Professional Services referencing this Agreement. All Order Forms are incorporated by reference into this Agreement.

"Professional Services" means the implementation services, training or consulting services performed by PeopleFluent or its authorized representatives for Customer pursuant to a SOW.

"Prohibited Information" means credit or debit card numbers, passwords, protected health information and information relating to a customer or consumer of a financial institution.

"Statement of Work" or "SOW" means each ordering document executed by the parties from time to time for Professional Services referencing this Agreement. All SOWs are incorporated by reference into this Agreement.

"Software" means any software application(s) of PeopleFluent identified on an applicable Order Form that are licensed to Customer pursuant to Section 2(b) below.

"Subscription Services" means any PeopleFluent application(s) that are made available to Customer on a Software-as-a-Service (SaaS) subscription basis pursuant to this Agreement.

2. Subscription Services, Professional Services and Software.

a) Provision of Services. PeopleFluent (and/or its relevant Affiliate) will provide Customer (and/or its relevant Affiliates) with access to the Subscription Services or with Professional Services as specified in an Order Form or SOW, as applicable, subject to the terms of this Agreement. Each Order Form and/or SOW, when executed by an authorized representative of the parties (or by an authorized representative of the appropriate Affiliate(s)), shall constitute a separate agreement between the parties executing such Order Form and/or SOW, and each such Order Form and/or SOW, except for any provisions herein which are specifically excluded or modified in the relevant Order Form and/or SOW, shall be subject to all of the terms and conditions of this Agreement. For purposes of any Order Form and/or SOW executed by an Affiliate of PeopleFluent, the term "PeopleFluent" as used throughout this Agreement shall mean the Affiliate that has executed such Order Form and/or SOW. Similarly, for the purposes of any Order Form and/or SOW executed by an Affiliate of Customer, the term "Customer" as used throughout this Agreement shall mean the Affiliate that has executed such Order Form and/or SOW.

b) Licensed Software. If PeopleFluent licenses Software to Customer under this Agreement, the terms and conditions of the license and any applicable support are specified in the applicable Order Form.

c) Limitations on Use. Customer will only use the Subscription Services and Software for its internal business purposes and to process information about or for the use of its own employees, candidates and contractors, and those of its Affiliates, and will not, directly or indirectly, use the Subscription Services or Software to process information about or for any other person. In using the Subscription Services and Software, Customer will: (i) not permit unauthorized use of the Subscription Services or Software, (ii) not infringe or violate the intellectual property rights, privacy, or any other rights of any third party or any applicable law, (iii) not submit publicly-visible information that is defamatory, obscene, threatening, abusive or hateful, as determined by PeopleFluent in its sole discretion, (iv) ensure that each user uses a unique user ID and password. Unless otherwise expressly permitted in an Order Form, in no event may Customer use the Subscription Services or Software to process information or records of any third party other than an Affiliate, or allow resale,

timesharing, rental or use of the Subscription Services or Software in a service bureau or as a provider of outsourced services, or allow a competitor of PeopleFluent to use or have access to the Subscription Services or Software.

d) **Ownership.** PeopleFluent retains all rights in the Subscription Services and (subject to the license granted to Customer) Software, and in all work product from related Professional Services, which Customer may use only in connection with the Subscription Services or Software. PeopleFluent may use and incorporate into the Subscription Services and Software any changes suggested by Customer personnel, without payment.

3. Fees and Payment Terms.

a) **Fees.** Customer shall pay the fees as specified in the Order Form or SOW, as applicable. Unless otherwise specified in the Order Form, all amounts are in Great Britain Pounds (GBP).

b) **Invoicing & Payment.** All payments are due within thirty (30) days of the date of the invoice and are non-cancellable and non-refundable except as provided in this Agreement. If Customer does not pay any amount (not disputed in good faith) when due, PeopleFluent may charge interest on the unpaid amount at the rate of 1.5% per month (or if less, the maximum rate allowed by law). PeopleFluent may, twenty (20) days after written notice of such non-payment, suspend the Subscription Services and/or Professional Services, as applicable, until such payment is received, but Customer will remain obligated to make all payments due under this Agreement. Customer agrees to pay PeopleFluent's expenses, including reasonable attorneys and collection fees, incurred in collecting amounts not subject to a good faith dispute.

c) **Excess Usage of Subscription Services and Software.** All Subscription Services and Software have usage limitations based on the number of users, employees or other metrics as set forth on the Order Form ("Quantity"). Customer shall maintain accurate records regarding Customer's actual use based on the number of its users, employees or other applicable metric ("Actual Use") and shall make such information promptly available to PeopleFluent upon request. Customer agrees to certify the Actual Use in writing upon PeopleFluent's written request, not more than two (2) times each year. PeopleFluent may also monitor Customer's Actual Use of the Subscription Services. Unless otherwise set forth in an Order Form, when Customer's Actual Use exceeds the applicable Quantity, Customer shall, upon receipt of PeopleFluent's invoice, pay additional fees on a proportionate basis for the excess use in minimum blocks of 10% of the applicable Quantity, for prior excess use and for the remainder of the term.

d) **Taxes.** All fees are exclusive of all taxes, including federal, state and local use, sales, property, value-added, ad valorem and similar taxes related to this transaction, however designated (except taxes based on PeopleFluent's net income). Customer agrees to pay any and all such taxes that it is obligated by law to pay. Customer will pay PeopleFluent's invoices for such taxes whenever PeopleFluent is required to collect such taxes from Customer.

4. Confidentiality. "Confidential Information" means all information and materials obtained by a party (the "Recipient") from the other party (the "Disclosing Party"), whether in tangible form, written or oral, that is identified as confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure, including without limitation Customer Data, the Subscription Services, the Software, and the terms and pricing set out in this Agreement, Order Forms and SOWs. Confidential Information does not include information that (a) is already known to the Recipient prior to its disclosure by the Disclosing Party; (b) is or becomes generally known through no wrongful act of the Recipient; (c) is independently developed by the Recipient without use of or reference to the Disclosing Party's Confidential Information; (d) is received from a third party without restriction and without a breach of an obligation of confidentiality; or (e) is Prohibited Information. The Recipient shall not use or disclose any Confidential Information without the Disclosing Party's prior written permission, except as necessary for the provision or use of the Subscription Services and/or the Professional Services or as otherwise allowed herein. The Recipient shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of a similar nature, but using not less than a reasonable degree of care. The Recipient may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order, provided that the Recipient provides prior notice of such disclosure to the Disclosing Party, unless such notice is prohibited by law, rule, regulation or court order. As long as an Order Form or SOW is active under this Agreement and for two (2) years thereafter, and at all times while Customer Data is in PeopleFluent's possession, the confidentiality provisions of this Section shall remain in effect.

5. Customer Data. Customer retains all rights to its Customer Data, and PeopleFluent may use the Customer Data only to provide the Subscription Services and as permitted by this Agreement, and not for any other purpose. Customer is the owner and data controller for its Customer Data. Customer is responsible for the accuracy and integrity of its Customer Data, for obtaining all legally-required consents for, and complying with all data protection laws applicable to, the use of Customer Data in the Subscription Services, for examining and confirming results before using them, and for adopting procedures for identifying and preventing errors in the Customer Data. Each party will use diligence in the protection of Customer Data and in preventing any unauthorized person or entity from gaining access thereto.

6. Security and Data Protection. Without limiting Customer's responsibilities under section 5 or section 7, PeopleFluent will maintain and enforce commercially reasonable physical and logical security methods and procedures as outlined in Exhibit A hereto to protect Customer Data on the Subscription Services and to secure and defend the Subscription Services against "hackers" and others who may seek to access the Subscription Services without authorization. PeopleFluent will test its systems for potential security vulnerabilities at least annually. PeopleFluent will use commercially reasonable efforts to remedy any breach of security or unauthorized access. PeopleFluent reserves the right to suspend access to the PeopleFluent System in the event of a suspected or actual security breach. PeopleFluent and Customer also agree that the provision of the Subscription Services shall be subject to the data protection provisions as outlined in Exhibit B hereto. Notwithstanding any other provision, this section and the Exhibits referenced herein set forth PeopleFluent's entire obligation to

protect and provide access to Customer Data on the Subscription Services. Customer will maintain and enforce commercially reasonable security methods and procedures to prevent misuse of the log-in information of its employees and other users. PeopleFluent shall not be liable for any damages incurred by Customer or any third party in connection with any unauthorized access resulting from the actions of Customer or its representatives

- 7. Prohibited Information.** Customer's use of the Subscription Services and Software does not require the entry or collection of Prohibited Information. Customer agrees not to use the Subscription Services or Software to collect or manage Prohibited Information.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PEOPLEFLUENT DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM CUSTOMER'S USE OF THE SUBSCRIPTION SERVICES OR SOFTWARE TO COLLECT OR MANAGE PROHIBITED INFORMATION.

8. Warranties.

a) **Authority.** Each party warrants and represents that it has all requisite legal authority to enter into this Agreement and that it shall comply with all laws applicable to its performance hereunder including all applicable laws pertaining to the collection and use of personal data.

b) **Industry Standards and Documentation.** PeopleFluent warrants and represents that (i) it will perform any Professional Services in a professional manner in accordance with prevailing industry standards; and (ii) for a period of 90 days from its delivery, any Subscription Services and Software will materially conform to the specifications as set forth in the applicable Documentation. At no additional cost to Customer, and as Customer's sole and exclusive remedy for nonconformity of the Subscription Services, Software or Professional Services with this limited warranty, PeopleFluent will use commercially reasonable efforts to correct any such nonconformity, provided Customer promptly notifies PeopleFluent in writing outlining the specific details upon discovery. This limited warranty shall be void if the failure of the Subscription Services or Software to conform is caused by (i) the use or operation of the Subscription Services or Software with an application or in an environment other than as set forth in the Documentation, or (ii) modifications to the Subscription Services or Software that were not made by PeopleFluent or PeopleFluent's authorized representatives.

c) PeopleFluent will not knowingly introduce any time bomb, virus or other harmful or malicious code designed to disrupt the use of the Subscription Services or Software.

d) **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT AS STATED IN THIS SECTION, PEOPLEFLUENT DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SUBSCRIPTION SERVICES OR SOFTWARE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PEOPLEFLUENT IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT.

- 9. Indemnification by PeopleFluent.** PeopleFluent shall indemnify, defend and hold Customer harmless from and against all losses (including reasonable attorney fees) arising out of any third party suit or claim alleging that Customer's authorized use of the Subscription Services or Software infringes any valid copyright or trademark of such third party ("Intellectual Property Right"). Customer shall: (i) give PeopleFluent prompt written notice of such suit or claim, (ii) grant PeopleFluent sole control of the defense or settlement of such suit or claim and (iii) reasonably cooperate with PeopleFluent, at PeopleFluent's expense, in its defense or settlement of the suit or claim. To the extent that PeopleFluent is prejudiced by Customer's failure to comply with the foregoing requirements, PeopleFluent shall not be liable hereunder. PeopleFluent may, at its option and expense, (i) replace the Subscription Services or Software with compatible non-infringing Subscription Services or Software, (ii) modify the Subscription Services or Software so that they are non-infringing, (iii) procure the right for Customer to continue using the Subscription Services or Software, or (iv) if the foregoing options are not reasonably available, terminate the applicable Order Form or SOW and refund Customer all prepaid fees for Subscription Services, Software or Professional Services applicable to the remainder of the term of such Order Form or SOW. Any pre-paid license fees for Software will be amortized over the shorter of the license term or three (3) years. PeopleFluent shall have no obligation to Customer with respect to any infringement claim against Customer if such claim existed prior to the effective date of the relevant Order Form or such claim is based upon (i) Customer's use of the Subscription Services or Software in a manner not expressly authorized by this Agreement, (ii) the combination, operation, or use of the Subscription Services or Software with third party material that was not provided by PeopleFluent, if Customer's liability would have been avoided in the absence of such combination, use, or operation, or (iii) modifications to the Subscription Services or Software other than as authorized in writing by PeopleFluent. THIS SECTION SUBJECT TO SECTION 11 SETS FORTH PEOPLEFLUENT'S ENTIRE OBLIGATION TO CUSTOMER WITH RESPECT TO ANY CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS SECTION.

- 10. Indemnification by Customer.** Customer shall indemnify, defend and hold PeopleFluent harmless from and against all losses (including reasonable attorney fees) arising out of any third party suit or claim alleging that (i) Customer's unauthorized use of the Subscription Services or Software hereunder has harmed such third party claimant, or (ii) Customer's human resources policies or practices have violated the legal or contractual rights of such third party, including any employee or potential employee of Customer. PeopleFluent shall: (i) give Customer prompt written notice of such suit or claim, (ii) grant Customer sole control of the defense or settlement of such suit or claim and (iii) reasonably cooperate with Customer, at Customer's expense, in its defense or settlement of the suit or claim. To the extent that Customer is prejudiced by PeopleFluent's failure to comply with the foregoing requirements, Customer shall not be liable hereunder.

11. LIMITATION OF LIABILITIES.

a) EXCEPT FOR (i) ANY DAMAGES RESULTING FROM THE GROSS NEGLIGENCE, FRAUD OR THE WILLFUL MISCONDUCT OF A PARTY; (ii) ANY CLAIMS OR DAMAGES ARISING FROM OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN THIS AGREEMENT (IN RESPECT OF WHICH PEOPLEFLUENT'S AGGREGATE LIABILITY SHALL BE AT THE LIMIT SPECIFIED IN CLAUSE 11b); (iii) THE

DEATH, BODILY INJURY OF ANY PERSON CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF A PARTY; OR (iv) CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF A PARTY, ITS AFFILIATES, SERVICE PROVIDERS, LICENSORS, CONTRACTORS OR SUPPLIERS ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO PEOPLEFLUENT FOR THE RELEVANT SUBSCRIPTION SERVICES, SOFTWARE OR PROFESSIONAL SERVICES WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE RELEVANT CLAIM. IN NO EVENT SHALL EITHER PARTY OR THEIR AFFILIATES, SERVICE PROVIDERS, LICENSORS, CONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR COVER OR LOSS OF USE, DATA, REVENUE OR PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

b) PEOPLEFLUENT'S TOTAL AGGREGATE LIABILITY UNDER OR IN RESPECT OF ANY INDEMNITY OBLIGATION UNDER THIS AGREEMENT SHALL BE LIMITED TO \$500,000

12. CUSTOMER POLICIES AND PRACTICES. IN NO EVENT SHALL PEOPLEFLUENT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR THE INITIATION, PROCESSING OR RESULT OF ANY LEGAL OR ADMINISTRATIVE ACTION RELATED TO CUSTOMER'S HUMAN RESOURCES POLICIES OR PRACTICES, INCLUDING WITHOUT LIMITATION EMPLOYMENT DECISIONS, EEO POLICIES, HIRING PRACTICES, EMPLOYMENT DISCRIMINATION OR AFFIRMATIVE ACTION PLANNING.

13. Term. This Agreement will continue in effect for the Term of the relevant Order Forms or SOW entered into hereunder. Each Order Form or SOW will commence upon its effective date as set forth in the applicable Order Form or SOW and continue for the term set forth therein.

14. Termination

a) Termination Rights. A party may terminate any Order Form or SOW (i) for any material breach not cured within thirty (30) days following written notice of such breach, (ii) immediately upon written notice if the other party files for bankruptcy, becomes the subject of any bankruptcy proceeding or becomes insolvent, or (iii) immediately upon written notice if the Subscription Services are unavailable due to a Force Majeure Event (defined below) for ten (10) or more consecutive business days, so long as such notice is given no later than five (5) business days after the conclusion of such Force Majeure Event.

b) Termination Effects. Upon any termination, except termination by Customer under Section 14(a)(i) above, Customer shall promptly pay all unpaid fees due through the end of the term of any applicable Order Form or SOW. Upon expiration or any termination of an Order Form comprising Subscription Services, Customer shall remove Customer Data using the existing functionality in the Subscription Services. If Customer requires PeopleFluent's assistance, the parties will agree to the fees, format and timeline for delivery of such data. PeopleFluent will disable access to the applicable Subscription Services upon termination or expiration of the related Order Form. PeopleFluent will destroy all Customer Data within thirty (30) days after the expiration or termination of the related Order Form; provided, that PeopleFluent may retain backup copies of Customer Data for a limited period of time in accordance with PeopleFluent's then-current backup policy.

15. General.

a) Employees. Each party agrees that during, and for one year after, the term of this Agreement, it will not directly or indirectly solicit for hire any of the other party's employees who were actively engaged in the provision or use of the Subscription Services or Professional Services without the other party's express written consent. This restriction shall not apply to offers extended solely as a result of and in response to public advertising or similar general solicitations not specifically targeted at the other party's employees.

b) Independent Contractors. The parties are independent contractors and not agents or partners of, or joint venturers with, the other party for any purpose. Neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

c) Notices. All notices required under this Agreement shall be in writing and shall be delivered personally against receipt, or by registered or certified mail, return receipt requested, postage prepaid, or sent by nationally-recognized overnight courier service, and addressed to the party to be notified at their address set forth below. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with such overnight courier service, or five (5) days after being deposited in the United Kingdom postal service mail, postage prepaid to the address set forth in the Order Form or SOW, or to such other address as each party may designate in writing.

d) Force Majeure. Except for payment obligations hereunder, either party shall be excused from performance of non-monetary obligations under this Agreement for such period of time as such party is prevented from performing such obligations, in whole or in part, due to causes beyond its reasonable control, including but not limited to, delays caused by the other party, acts of God, war, terrorism, criminal activity, civil disturbance, court order or other government action, third party performance or non-performance, strikes or work stoppages, provided that such party gives prompt written notice to the other party of such event.

e) Amendment; Entire Agreement; Precedence. No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and executed by authorized representatives of PeopleFluent and Customer. This Agreement, including each relevant Order Form, SOW, and documents attached (t)hereto or incorporated herein by reference, constitutes the complete and exclusive statement of the parties' agreement as to the subject matter hereof and supersedes all proposals, requirements documents, discussions, presentations, responses to questions, or prior agreements, commitments or promises, oral, electronic or written, between the parties or

provided by one party to another, relating to the subject matter hereof. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on and shall have no remedy or right of action with respect to any statement, undertaking, promise, assurance, warranty, understanding or any representation or misrepresentation (whether contractual or non-contractual and whether negligently or innocently made) relating to the subject matter of this agreement and other than as expressly set out in this agreement as a warranty, in writing or not and made by or to any person. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud. Each Order Form and SOW is governed by the terms of this Agreement and in the event of a conflict or discrepancy between the terms of an Order Form or SOW and the terms of this Agreement, the Order Form or SOW shall govern. PeopleFluent objects to and rejects any additional or different terms proposed by Customer, including those contained in Customer's purchase order, acceptance, vendor portal or website. Neither PeopleFluent's acceptance of Customer's purchase order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication, or act of Customer shall be deemed acceptance thereof or a waiver of any of the terms hereof. The party's obligations hereunder are neither contingent on the delivery of any future functionality or features of the Subscription Services or Software nor dependent on any oral or written public comments made by PeopleFluent regarding future functionality or features of the Subscription Services or Software. No right or cause of action for any third party is created by this Agreement or any transaction under it.

f) **Non-Waiver; Invalidity.** No waiver or modification of the provisions of this Agreement shall be effective unless in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.

g) **Assignment; Subcontracting.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other, which shall not be unreasonably withheld. However, either party may assign this Agreement to any Affiliate, or to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business or assets to which this Agreement pertains, by purchase of stock, assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement, provided that Customer shall not assign this Agreement to a direct competitor of PeopleFluent. Any assignment or attempted assignment in breach of this Section shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns. PeopleFluent may subcontract any part of this Agreement or an underlying Order Form or SOW to any Affiliate or third party, provided that it shall remain responsible for the actions and omissions of the relevant Affiliate or third party in accordance with this Agreement.

h) **Governing Law and Venue.** This Agreement will be interpreted and construed in accordance with the laws of England and Wales without regard to conflict of law principles, and both parties hereby consent to the exclusive jurisdiction and venue of courts in England and Wales in all disputes arising out of or relating to this Agreement.

i) **Survival.** Provisions of this Agreement that are intended to survive termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive.

j) **Headings and Language.** The headings of sections included in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. The following applies only if either party is located in Quebec. Les parties aux présentes ont expressément exigé que la présente entente et tous leurs documents connexes soient rédigés en anglais. The parties to this Agreement and Order Form or SOW, as applicable, have requested that this Agreement and all related documentation be written in English. Customer specifically renounces any right to unilaterally resiliate or withdraw from the Agreement under article 2125- 2129 of the Civil Code of Quebec.

k) **Contract for Services.** The parties intend this Agreement to be a contract for the provision of services and not a contract for the sale of goods. To the fullest extent permitted by law, the provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), the United Nations Convention on Contracts for the International Sale of Goods, and any substantially similar legislation as may be enacted, shall not apply to this Agreement.

l) **Actions Permitted.** Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than one year after the cause of action has accrued.

EXHIBIT A

Technical and Organizational Security Measures

PeopleFluent will only use Customer Data for the purposes of fulfilling its obligations under the Agreement. PeopleFluent will maintain and enforce physical and logical security procedures with respect to its access and maintenance of Customer Data contained on PeopleFluent servers.

PeopleFluent will use reasonable measures to secure and defend its location and equipment against “hackers” and others who may seek to modify or access the PeopleFluent servers or the information found therein without authorization. PeopleFluent will test its systems for potential security breaches at least annually.

PeopleFluent has a written information security program (“Information Security Program”) that includes administrative, technical, and physical safeguards that protect against any reasonably anticipated threats or hazards to the confidentiality of the Customer Data, and protect against unauthorized access, use, disclosure, alteration, or destruction of the Customer Data. In particular, the PeopleFluent’s Information Security Program shall include, but not be limited, to the following safeguards where appropriate or necessary to ensure the protection of Confidential Information and Personal Data:

Access Controls – policies, procedures, and physical and technical controls: (i) to limit physical access to its information systems and the facility or facilities in which they are housed to properly authorized persons and (ii) to authenticate and permit access only to authorized individuals.

Security Incident Procedures – policies and procedures to detect, respond to, and otherwise address security incidents, including procedures to monitor systems and to detect actual and attempted attacks on or intrusions into Customer Data or information systems relating thereto, and procedures to identify and respond to validated security incidents, mitigate harmful effects of security incidents, and document security incidents and their outcomes.

Contingency Planning – policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages Customer Data or systems that contain Customer Data, including a data backup plan and a disaster recovery plan.

Device and Media Controls – policies and procedures that govern the receipt and removal of hardware and electronic media that contain Customer Data into and out of a PeopleFluent data center, and the movement of these items within a PeopleFluent data center, including policies and procedures to address the final disposition Customer Data.

Audit controls – hardware, software, and/or procedural mechanisms that record activity in information systems that contain or use Customer Data.

Data Integrity – policies and procedures to guard against the unauthorized disclosure, improper alteration, or unauthorized destruction of Customer Data.

Transmission Security – encryption of electronic information while in transit to guard against unauthorized access to Customer Data that is being transmitted over public communications network.

Secure Disposal – policies and procedures regarding the disposal of Customer Data, taking into account available technology that can be used to sanitize storage media such that stored data cannot be practicably read or reconstructed.

Testing – PeopleFluent shall regularly test the key controls, systems and procedures of its Information Security Program to verify that they are properly implemented and effective in addressing the threats and risks identified. Tests will be conducted or reviewed in accordance with recognized industry standards (e.g. ISO27001 or SSAE18 and their successor audit standards, or similar industry recognized security audit standards).

Adjust the Program – PeopleFluent shall monitor, evaluate, and adjust, as it deems necessary, the Information Security Program in light of any relevant changes in technology or industry security standards, the sensitivity of Customer Data, and internal or external threats to PeopleFluent or the Customer Data.

Security Training – PeopleFluent shall provide annual security awareness and data privacy training for its employees that will have access to Customer Data.

Confidentiality - PeopleFluent shall require that all PeopleFluent employees who are granted access to Customer Data undergo appropriate screening, where lawfully permitted, and enter into a confidentiality agreement prior to being granted such access.

Exhibit B

Data Protection Exhibit

The terms used in this Exhibit shall have the meanings set forth in the Service Agreement to which this Exhibit is attached ("Agreement"), and this Exhibit. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as specifically modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Exhibit to the Agreement. Except where the context requires otherwise, references in this Exhibit to the Agreement are to the Agreement as amended by, and including, this Exhibit.

1. Definitions

1.1 In this Exhibit, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "**Applicable Laws**" means, as applicable, (a) European Union or Member State laws governing Customer Personal Data; (b) any national laws implementing or transposing the GDPR; and (c) any relevant domestic laws;

1.1.2 "**Customer Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of Customer pursuant to or in connection with the Agreement;

1.1.3 "**Contracted Processor**" means PeopleFluent or a Subprocessor;

1.1.4 "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 "**EEA**" means the European Economic Area;

1.1.6 "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time including by the GDPR, including any laws implementing or supplementing the GDPR, including within the United Kingdom or any other jurisdiction;

1.1.7 "**GDPR**" means EU General Data Protection Regulation 2016/679;

1.1.8 "**Restricted Transfer**" means:

1.1.8.1 a transfer of Customer Personal Data from Customer to a Contracted Processor; or

1.1.8.2 an onward transfer of Customer Personal Data from a Contracted Processor to another Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of PeopleFluent's Privacy Shield certification;

1.1.9 "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of PeopleFluent for the Customer pursuant to the Agreement; and

1.1.10 "**Subprocessor**" means any entity appointed by or on behalf of PeopleFluent to Process Personal Data on behalf of Customer in connection with the Agreement.

1.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**", "**Processor**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Authority

To the extent that PeopleFluent processes Personal Data pursuant to the Agreement and this Exhibit, each party acknowledges that, for the purpose of Data Protection Laws, Customer is the Controller of the Personal Data and PeopleFluent is the Processor.

3. Processing of Customer Personal Data

3.1 PeopleFluent shall:

3.1.1 comply with all applicable Data Protection Laws in the Processing of Customer Personal Data applicable to PeopleFluent's provision of Services under the Agreement; and

3.1.2 not Process Customer Personal Data other than pursuant to the Agreement, or on the Customer's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case PeopleFluent shall to the extent permitted by Applicable Laws inform the Customer of that legal requirement before the relevant Processing of that Personal Data.

3.2 Customer:

3.2.1 instructs PeopleFluent (and authorises PeopleFluent to instruct each Subprocessor) to:

3.2.1.1 Process Customer Personal Data; and

3.2.1.2 in particular, transfer Customer Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Agreement; and

3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 3.2.1.

3.3 Annex 1 to this Exhibit sets out certain information regarding the Contracted Processors' Processing of the Customer Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws).

4. Personnel

PeopleFluent shall take reasonable steps designed to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Customer Personal Data, in each case limiting access to those individuals who need to know/access the relevant Customer Personal Data, as necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, and subjecting all such individuals to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, PeopleFluent shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

5.2 In assessing the appropriate level of security, PeopleFluent shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Subprocessing

6.1 Customer authorises PeopleFluent to appoint (and permit each Subprocessor appointed in accordance with this section 6 to appoint) Subprocessors in accordance with this section 6 and any restrictions in the Agreement.

6.2 PeopleFluent may continue to use those Subprocessors already engaged by PeopleFluent as at the date of this Exhibit, subject to PeopleFluent meeting the obligations set out in section 6.5.

- 6.3 PeopleFluent shall give Customer prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within 7 days of receipt of that notice, Customer notifies PeopleFluent in writing of any objections (on reasonable grounds) to the proposed appointment:
- 6.3.1 PeopleFluent shall work with Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and
- 6.3.2 where such a change cannot be made within 45 days from PeopleFluent's receipt of Customer's notice, notwithstanding anything in the Agreement, Customer may by written notice to PeopleFluent with immediate effect terminate the impacted services to the extent that it relates to the Services which require the use of the proposed Subprocessor.
- 6.4 On termination of the impacted services, pursuant to section 6.3.2, Customer shall be liable for any contracted fees or charges for the remainder of the term of the Agreement and any Order Forms thereunder.
- 6.5 With respect to each Subprocessor, PeopleFluent shall:
- 6.5.1 before the Subprocessor first Processes Customer Personal Data (or, where relevant, in accordance with section 6.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by the Agreement;
- 6.5.2 ensure that the arrangement between on the one hand (a) PeopleFluent, or the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in this Exhibit and meet the requirements of Article 28(3) of the GDPR; and
- 6.5.3 provide to Customer for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Exhibit) as Customer may request from time to time.
- 6.6 PeopleFluent shall ensure that each Subprocessor performs the obligations under sections 3.1, 4, 5, 7.1, 8.2, 9 and 11.1, as they apply to Processing of Customer Personal Data carried out by that Subprocessor, as if it were party to this Exhibit in place of PeopleFluent.

7. Data Subject Rights

- 7.1 Taking into account the nature of the Processing, PeopleFluent shall assist Customer by implementing appropriate technical and organisational measures, insofar as this is possible, to assist the Customer's obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws. PeopleFluent may apply an additional charge or charges, distinct from any charges or fees payable by Customer under the Agreement, for the provision of assistance to Customer in responding to any Data Subject requests. The charge or charges associated with any assistance shall be at PeopleFluent's discretion, however they shall be proportionate to any level of assistance and effort expended by PeopleFluent.
- 7.2 PeopleFluent shall:
- 7.2.1 promptly notify Customer upon becoming aware of any Contracted Processor having received a request from a Data Subject under any Data Protection Laws in respect of Customer Personal Data; and
- 7.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Customer or as required by Applicable Laws to which the Contracted Processor is subject, in which case PeopleFluent shall to the extent permitted by Applicable Laws inform Customer of that legal requirement before the Contracted Processor responds to the request.

8. Personal Data Breach

- 8.1 PeopleFluent shall notify Customer without undue delay upon PeopleFluent or any Subprocessor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 8.2 PeopleFluent shall co-operate with Customer and take such reasonable commercial steps to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. Data Protection Impact Assessment and Prior Consultation

PeopleFluent shall provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of Customer by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Laws, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

10. Deletion or return of Customer Personal Data

10.1 The deletion, return or other treatment of Customer Personal Data on termination of the Agreement shall be managed in accordance with the terms of the Agreement.

10.2 Each Contracted Processor may retain Customer Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that PeopleFluent shall ensure the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws or the Agreement requiring its storage and for no other purpose.

11. Audit rights

11.1 Subject to sections 11.2 to 11.3, PeopleFluent shall make available to Customer on request all information necessary to demonstrate compliance with this Exhibit, and shall, at Customer's cost, allow for and contribute to audits, including inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data.

11.2 Information and audit rights of the Customer only arise under section 11.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Laws (including, where applicable, article 28(3)(h) of the GDPR).

11.3 Customer undertaking an audit shall give PeopleFluent reasonable notice of any audit or inspection to be conducted under section 11.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the PeopleFluent's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. PeopleFluent need not give access to its premises for the purposes of such an audit or inspection:

11.3.1 to any individual unless he or she produces reasonable evidence of identity and authority;

11.3.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Customer undertaking an audit has given notice to PeopleFluent that this is the case before attendance outside those hours begins; or

11.3.3 for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which:

11.3.3.1 Customer undertaking an audit reasonably considers necessary because of genuine concerns as to PeopleFluent's compliance with this Exhibit; or

11.3.3.2 Customer is required or requested to carry out by Data Protection Laws, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

where Customer undertaking an audit has identified its concerns or the relevant requirement or request in its notice to PeopleFluent of the audit or inspection.

11.4 Save for any disclosures required for compliance with Data Protection Laws, Customer undertakes to keep, and ensure its auditors keep, all results or findings from any audit confidential and shall indemnify PeopleFluent against any and all losses incurred by PeopleFluent as a result of any breach of this section 11.4.

12. Restricted Transfers

12.1 PeopleFluent participates in and has certified its compliance to the EU and Swiss Privacy Shield framework and accordingly has appropriate procedures in place to enable Personal Data transfers from the EEA to the USA. PeopleFluent shall treat all Customer

Personal Data received in the USA from the EEA in accordance with the Privacy Shield framework's applicable principles and this Exhibit.

- 12.2 For any Restricted Transfers not to the USA and therefore not covered by the Privacy Shield framework, PeopleFluent shall ensure that adequate data transfer mechanisms are in place to ensure compliance with the Data Protection Laws and the protection of the Customer Personal Data.

13. Survival

- 13.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

14. General Terms

Governing law and jurisdiction

- 14.1 The parties to this Exhibit hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Exhibit, including disputes regarding its existence, validity, termination or the consequences of its nullity and all non-contractual or other obligations arising out of or in connection with it.

Order of precedence

- 14.2 Nothing in this Exhibit reduces PeopleFluent's obligations under the Agreement in relation to the protection of Personal Data or permits PeopleFluent to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. CUSTOMER AGREES AND ACCEPTS THAT IT SHALL NOT BE ENTITLED TO BRING A CLAIM UNDER BOTH THE AGREEMENT AND THIS EXHIBIT FOR DAMAGE OR LOSS CAUSED BY THE SAME EVENT GIVING RISE TO THAT CLAIM. PEOPLEFLUENT'S ENTIRE AGGREGATE LIABILITY HEREUNDER SHALL BE AS STATED IN THE LIMITATION OF LIABILITY PROVISIONS AGREED BETWEEN CUSTOMER AND PEOPLEFLUENT IN THE AGREEMENT, AND PEOPLEFLUENT'S (OVERALL) AGGREGATE LIABILITY EXPOSURE TOWARDS THE CUSTOMER SHALL THEREFORE NOT BE EXPANDED AS A RESULT OF ENTERING INTO THIS EXHIBIT.

- 14.3 Subject to section 14.2, with regard to the subject matter of this Exhibit, in the event of inconsistencies between the provisions of this Exhibit and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Exhibit, the provisions of this Exhibit shall prevail.

Severance

- 14.4 Should any provision of this Exhibit be invalid or unenforceable, then the remainder of this Exhibit shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.